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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT
(SAN FRANCISCO DIVISION)**

In re:
PG&E CORPORATION,

-and-

PG&E GAS AND ELECTRIC COMPANY
Debtors

Bankruptcy Case
No. 19-30088-DM
Chapter 11
(Lead Case)
(Jointly Administered) Case
No. 19-30089-DM

vs.

Mary Kim Wallace

Creditor

Proof of Claim No. 68955
Amended Proof of Claim No. 103408
Filed October 18, 2018
Camp Fire

Judge: Honorable Dennis Montali

**OBJECTION TO THE PLAN AND
RESERVATION OF RIGHTS OF, BY
AND FOR MARY KIM WALLACE**

1. I am a Camp Fire 2018 victim claimant and creditor in this Chapter 11 case. I am making these objections June 16, 2020, prior to final confirmation of all "The Plan" related documents.
2. The Plan is fatally flawed in that it is an unconscionable agreement, or contract, or adhesion contract, and a contingent claim.
3. There are over 8,300 dockets filed into this case.
4. On multiple occasions Judge Montali said the case was moving too fast, that he was only one person, and even he could not understand all the wording in this highly complex case full of legal issues.
5. If he can't understand the case, how would a fire victim understand this highly complex case full of legal mumbo jumbo.

- 1 6. There has been a total of 8 Drafts, or Amendments to this Plan and I have not seen nor
- 2 understand what this plan means. There has been no final plan submitted, only a quasi-
- 3 agreement that PG&E can amend the plan up and until confirmation.
- 4 7. Yet, allegedly, the Fire Victims, overwhelmingly agreed to a plan where they knowingly and
- 5 willingly gave up all their rights for any recourse.
- 6 8. The plan is fatally flawed as it lacks any meaningful choice of mine to accept this plan because I
- 7 lack understanding of the technical aspects of any of the proposed promises made by PG&E.
- 8 9. The terms of the plan are overwhelmingly in favor of PG&E, Shareholders, Subrogation Claimants
- 9 who all stand to profit substantially over the welfare of the actual fire victims.
- 10 10. No reasonable person would agree to a plan that is so complex and full of legalese that they could
- 11 not possibly understand what they have agreed to.
- 12 11. In other words, no man or woman would agree, in their right mind, and not under delusion would
- 13 make on the one hand, and no fair or honest man would attempt to enforce this plan on another.
- 14 12. It is grossly unfair, and I have never waived my rights or agreed to this unconscionable contract.
- 15 13. In a meeting with top aids of Governor Newsom, on January 24, 2020, Ms. Angie Wei, Chief
- 16 Deputy for Policy to Governor Newsom, told me that the TCC threw the fire victims under the
- 17 bus by agreeing to a \$13.5 Billion settlement by not requiring PG&E to provide an aggregate
- 18 estimate of the total claim of the fire victims claims.
- 19 14. That is a breach of fiduciary duty as they were in a position of trust to not "throw us under the
- 20 bus"
- 21 15. The TCC, Judge Montali, and the Debtors themselves all have a fiduciary duty to act in a good
- 22 faith obligation of which this plan is all one sided in favor of PG&E.
- 23 16. The plan is fatally flawed in that the Trust Agreement lacks full disclosure. It provides
- 24 unreasonable control to the Fire Victims Trust where it appears the Trustee and Mediator stand
- 25 to gains millions in fees to administer our trust. Their hourly rate of \$1750 for the Trustee, and
- 26 \$1500 an hour for the Mediator is totally unreasonable and I object to these outrageous fees.
- 27
- 28

1 17. I object to the Trust Agreement and the Plan, as there are no set dates of payment of the fire
2 victims claims yet many contingencies set up that could collapse the agreement and leave the
3 fire victims with nothing.

4 18. I do not surrender the valuable right to be made whole by thousands of documents that I, nor
5 any reasonable person could understand.

6 19. I object that many of the agreements in this plan were made in secret and without full disclosure
7 to the fire victims.

8 20. I object to plan because I did not receive the required information, including a right to vote, until
9 after the deadline.

10 21. How can the court approve a plan that is still not finalized?

11 22. In order for this agreement to be enforceable, PG&E and I are required to have a meeting of the
12 minds. There is no meeting of the minds.

13 23. PG&E was required to come to this Chapter 11 case with good faith and clean hands. They have
14 shown no good faith and did not come with clean hands. One only has to look at the 2015 Butte
15 Fire Claimants that have waited 5 years for PG&E to make them whole on their loses.

16 24. I object to this plan and the secret meetings held to settle The Tubbs fire. I believe this was
17 settled so PG&E would avoid a jury trial. Why is their settlement a secret and the fire victims
18 settlement so complex that I, nor any other fire victim, can fully comprehend?

19 25. As a non voter I am not part of this agreement and retain all my causes of action, including but
20 not limited to the right to sue PG&E, once the exist the safety net of Chapter 11, in a court of
21 competent jurisdiction in the State of California, and to be made whole.

22 26. See Declaration of Mary Kim Wallace, filed separately in support of these Objections and
23 Reservation of Rights.

24 Dated: June 16, 2020.

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s/s: By: Mary Kim Wallace, Pro Per